

EXHIBIT

19

Pennington, Kim

From: Washington, Michael (Chief)
Sent: Tuesday, February 7, 2023 4:12 PM
To: Carr, Kelly; Ramsey, Ed; Tallent, Virginia
Cc: Pannell, Ashley
Subject: Re: [External Email] RE: Cincinnati Fire Department Collaboration with Women Helping Women (WHW)

Hello Kelly,

This contract looks fine to me. The WHW staff met with some ERG members today. I attended two sessions, it was well received. Thanks

V/r,

Michael A. Washington

Fire Chief

430 Central Ave, Floor 2

Cincinnati, Ohio 45202

513-352-6221 (O)

513-659-6454 (C)

michael.washington@cincinnati-oh.gov

"A closed door may slow the spread of smoke, heat, and fire. Install smoke alarms in every sleeping room and outside each separate sleeping area" Please this could save your life!

From: Carr, Kelly <Kelly.Carr@cincinnati-oh.gov>

Sent: Tuesday, February 7, 2023 1:43 PM

To: Ramsey, Ed <Ed.Ramsey@cincinnati-oh.gov>; Washington, Michael (Chief) <Michael.Washington@cincinnati-oh.gov>; Tallent, Virginia <Virginia.Tallent@cincinnati-oh.gov>

Cc: Pannell, Ashley <Ashley.Pannell@cincinnati-oh.gov>

Subject: Fw: [External Email] RE: Cincinnati Fire Department Collaboration with Women Helping Women (WHW)

Hey Ed, ACM Tallent and Chief.

Please let us know by close of business today if you have any concerns about the attached scope of work.

Please note that concerns relating to meeting with the ERG and individual women fire fighters could be captured under the policy review meetings and survivors support- but by request by CFD.

Chief Washington,

As you engage with WHW please request that they meet with the women fire fighters ERG as soon as possible and be available for individual fire fighters to share their respective experiences. thank you,

Kelly Carr

Deputy Director

City of Cincinnati Human Resources Department

Two Centennial Plaza

805 Central Avenue, Suite 200

Cincinnati, Ohio 45202
Office: (513)352-3486
Fax: (513)352-5223
kelly.carr@cincinnati-oh.gov



NOTICE: This electronic mail transmission is for the use of the named individual or entity to which it is directed and may contain information that is privileged or confidential. It is not to be transmitted to or received by anyone other than the named addressee (or a person authorized to deliver it to the named addressee). It is not to be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via email so that our address record can be corrected.

From: Carr, Kelly <Kelly.Carr@cincinnati-oh.gov>
Sent: Friday, February 3, 2023 4:16 PM
To: Ramsey, Ed <Ed.Ramsey@cincinnati-oh.gov>; Washington, Michael (Chief) <Michael.Washington@cincinnati-oh.gov>
Cc: Tallent, Virginia <Virginia.Tallent@cincinnati-oh.gov>; Pannell, Ashley <Ashley.Pannell@cincinnati-oh.gov>
Subject: Fw: [External Email] RE: Cincinnati Fire Department Collaboration with Women Helping Women (WHW)

Ed, Chief, ACM Tallent

Please see the attached PSA with WHW - notably the SOW. I believe between their policy review meetings and survivor support services; we will cover a variety of inputs to inform WHW's recommendations. Please review and let Ashley and I know if anything needs to be addressed or more clearly defined. Please take till COB Monday to review. thank you,

Policy Review Refresh

WHW will review CFD's Workplace Violence and Sexual Harassment policies and conduct an assessment of the organization. WHW will meet with any groups that the City identifies as relevant to gather information for the assessment.

Confidential Survivor Services

Survivor services provided by WHW staff: 24-Hour Hotline, Individual Crisis Intervention, Support Groups, DVERT (advocate on-scene response), Hospital Accompaniment, Court Law Enforcement Accompaniment, Bilingual Advocacy, LGBTQ+ Outreach & Advocacy, BIPOC Outreach & Advocacy, Relocation Assistance, Client Financial Safety Assistance, other.

Kelly Carr
Deputy Director
City of Cincinnati Human Resources Department
Two Centennial Plaza
805 Central Avenue, Suite 200
Cincinnati, Ohio 45202
Office: (513)352-3486
Fax: (513)352-5223
kelly.carr@cincinnati-oh.gov



NOTICE: This electronic mail transmission is for the use of the named individual or entity to which it is directed and may contain information that is privileged or confidential. It is not to be transmitted to or received by anyone other than the named addressee (or a person authorized to deliver it to the named addressee). It is not to be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via email so that our address record can be corrected.

From: Pannell, Ashley <Ashley.Pannell@cincinnati-oh.gov>
Sent: Friday, February 3, 2023 2:56 PM
To: Carr, Kelly <Kelly.Carr@cincinnati-oh.gov>
Subject: RE: [External Email] RE: Cincinnati Fire Department Collaboration with Women Helping Women (WHW)

Hi Kelly,

An updated draft incorporating WHW's responses is attached. Can you take a quick look at the scope before we send this back to them?

Thanks!

Ashley Pannell
Assistant City Solicitor – Purchasing Division
Law Department
513/352-3617 (office) | 513/352-1515 (fax)
Ashley.Pannell@cincinnati-oh.gov



From: Carr, Kelly <Kelly.Carr@cincinnati-oh.gov>

Sent: Thursday, February 2, 2023 5:28 PM

To: Pannell, Ashley <Ashley.Pannell@cincinnati-oh.gov>; Nickol Mora <nmora@womenhelpingwomen.org>

Subject: Fw: [External Email] RE: Cincinnati Fire Department Collaboration with Women Helping Women (WHW)

Thank you, Nickol -

I noticed a couple of things that are still outstanding. Please let me know if we should jump on a call to discuss. One easy item is to whom should we direct the contract? To your attention or Kristens? The 2nd, pertinent to policies by which WHW will review- are these specific to Fire's standard operating procedures, City harassment or workplace behavior policies? Can you please respond to what policies you anticipate WHW asking to review for the City's consideration? Also, regarding recommendations on best practices - we assume that this is pertinent to addressing and preventing gender-based violence- can WHW take a look at those first couple of questions? Thank you,

Kelly Carr

Deputy Director

City of Cincinnati Human Resources Department

Two Centennial Plaza

805 Central Avenue, Suite 200

Cincinnati, Ohio 45202

Office: (513)352-3486

Fax: (513)352-5223

kelly.carr@cincinnati-oh.gov



NOTICE: This electronic mail transmission is for the use of the named individual or entity to which it is directed and may contain information that is privileged or confidential. It is not to be transmitted to or received by anyone other than the named addressee (or a person authorized to deliver it to the named addressee). It is not to be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via email so that our address record can be corrected.

From: Nickol Mora <nmora@womenhelpingwomen.org>

Sent: Thursday, February 2, 2023 5:17 PM

To: Carr, Kelly <Kelly.Carr@cincinnati-oh.gov>

Cc: Kristin Shrimplin <kshrimplin@womenhelpingwomen.org>; Tallent, Virginia <Virginia.Tallent@cincinnati-oh.gov>;

Ramsey, Ed <Ed.Ramsey@cincinnati-oh.gov>; Washington, Michael (Chief) <Michael.Washington@cincinnati-oh.gov>

Subject: [External Email] RE: Cincinnati Fire Department Collaboration with Women Helping Women (WHW)

External Email Communication

Hi Kelly,

Attached please find our comments and a couple minor tracked changes. If you could return a clean copy we'll get that signed over. Thanks

Nickol

From: Carr, Kelly <Kelly.Carr@cincinnati-oh.gov>

Sent: Wednesday, February 1, 2023 2:55 PM

To: Nickol Mora <nmora@womenhelpingwomen.org>

Cc: Kristin Shrimplin <kshrimplin@womenhelpingwomen.org>; Tallent, Virginia <Virginia.Tallent@cincinnati-oh.gov>; Ramsey, Ed <Ed.Ramsey@cincinnati-oh.gov>; Washington, Michael (Chief) <Michael.Washington@cincinnati-oh.gov>

Subject: Fw: Cincinnati Fire Department Collaboration with Women Helping Women (WHW)

Good Afternoon, Nikol, please see the attached professional services agreement for your review and consideration.

There are a few questions to be answered by WHW. Please let know if we need to jump on a call to discuss. thank you,

Kelly Carr
Deputy Director
City of Cincinnati Human Resources Department
Two Centennial Plaza
805 Central Avenue, Suite 200
Cincinnati, Ohio 45202
Office: (513)352-3486
Fax: (513)352-5223
kelly.carr@cincinnati-oh.gov



NOTICE: This electronic mail transmission is for the use of the named individual or entity to which it is directed and may contain information that is privileged or confidential. It is not to be transmitted to or received by anyone other than the named addressee (or a person authorized to deliver it to the named addressee). It is not to be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via email so that our address record can be corrected.

CONTRACT NO. _____

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made by and between the City of Cincinnati, Ohio, an Ohio municipal corporation with offices located at 801 Plum Street, Cincinnati, OH 45202 (hereinafter referred to as “City”) and Women Helping Women, an Ohio non-profit corporation, 215 E. Ninth Street, 7th Floor, Cincinnati, Ohio 45202 (hereinafter referred to as “Contractor”).

WHEREAS, the City requires a contractor to provide gender-based violence training for the Cincinnati Fire Department; and

WHEREAS, Contractor possesses the necessary skills and qualifications to perform those services; and

WHEREAS, the City Manager and the City Purchasing Agent have approved a request for direct award pursuant to Cincinnati Municipal Code Section 321-87 to Contractor, a copy of which is attached hereto as Exhibit C;

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

1. SCOPE OF SERVICES

Contractor shall, in a satisfactory and proper manner as determined by the City Manager of the City, perform all the necessary services under this Agreement. Contractor shall perform the services as outlined described in Exhibit A attached hereto and made a part hereof.

2. TERM

The services of Contractor are to commence upon execution of this Agreement by both parties hereto and shall be completed by February 28, 2025. By mutual consent of the City and Contractor, this Agreement may be renewed for one additional one-year period ending February 28, 2026. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than the first business day (Monday through Friday) of the calendar month in which the current agreement period expires. Such notice shall be transmitted by registered or certified mail to the address set forth in this Agreement at Section 15, “Notices.”

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. The City shall pay Contractor an amount up to but not to exceed \$108,875 for the services rendered under this Agreement, payable as set forth in Exhibit B attached hereto.

B. Services Prior to Effective Date. The compensation provided for by this Agreement may

only be disbursed for Services rendered or expenses incurred after February 1, 2023. No Funds shall be spent for any service rendered or expense incurred prior to February 1, 2023 without express written approval by the City.

C. Method of Payment. Any payments from the City specified in this Agreement, including any periodic installment payments, will be contingent upon performance of contractual obligations to date and the submission by Contractor of an original, detailed invoice on company letterhead specifying that the required services have been performed, accompanied by receipts, invoices, reports, statements, or any other supporting information as required by the City to document entitlement to payment. Failure to satisfactorily meet any one of the Agreement obligations by Contractor may result in the City not approving periodic payments to Contractor and/or filing liens as may be necessary against Contractor's assets or future assets until Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments.

D. Prompt Payment System. This Agreement is subject to, and Contractor shall comply with, the provisions of Chapter 319 of the Cincinnati Municipal Code that provide for a Prompt Payment System.

4. SUBCONTRACTS, SUCCESSORS, AND ASSIGNS

A. Subcontracts. Contractor agrees that none of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Forms to request approval for the use of subcontractors are available for download at: [Subcontractor Utilization Forms \(For Post-Award Use\) - Inclusion \(cincinnati-oh.gov\)](#), and must be submitted and approved before subcontractors are authorized to begin work. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

B. Use of Debarred Subcontractors Prohibited. The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City, which may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list. The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

C. Assignment. Contractor shall not assign or transfer Contractor's interest in this Agreement without the prior written consent of the City.

5. COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS

- A. Generally.** Contractor, in the performance of services under this Agreement, shall comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the State of Ohio, the County of Hamilton, and the City of Cincinnati, including COVID-19 policies currently in effect and as amended from time-to-time during the initial term and any renewal terms of this Agreement.
- B. Equal Employment Opportunity Program.** This Agreement is subject to the City's Equal Employment Opportunity Program contained in Chapter 325 of the Cincinnati Municipal Code. Said chapter is hereby incorporated by reference into this Agreement.
- C. Small Business Enterprise and Local Business Enterprise Programs.**
1. This Agreement is subject to the provisions of the Small Business Enterprise and Local Business Enterprise Programs contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated into this Agreement.
 2. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202, (513) 352-3144.
 3. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises (SBEs), which include SBEs owned by minorities and women. If Contractor is authorized by the City to subcontract any work under this Agreement, Contractor will utilize its best efforts to meet those goals by subcontracting with SBEs certified by the City who will be performing a commercially useful function under this Agreement.
 4. A list of certified firms may be obtained from searching the City's Certified Directory, a link to which is included on the Department of Economic Inclusion's webpage (<https://www.cincinnati-oh.gov/inclusion/>). Contractor may refer firms interested in consideration for certification eligibility to the on-line application at: (<https://cincinnati.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=cincinnati&XID=7672>).
 5. Contractor shall utilize best efforts, as defined in the Rules and Regulations adopted under Chapter 323, to recruit and maximize the participation of all qualified segments of the business community in supplies and subcontracting work, including the utilization of small, small local, emerging local, minority, and women business enterprises.
 6. If Contractor hires or engages another party who then subcontracts work under this Agreement, Contractor agrees to include in its contract with such party a requirement that said party take the affirmative steps required by the Rules and Regulations adopted under Chapter 323 when advertising and awarding such subcontracts.

D. Subcontracting Reporting

1. Prior to commencement of work or services under this Agreement, Contractor shall provide to the City, through the Department of Economic Inclusion, a subcontractor approval request (Form 2004) or professional services subcontractor approval form, as determined by the Department of Economic Inclusion, for each subcontractor

Contractor proposes to utilize, providing information as to owners, dollar value of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The form can be obtained from the Department of Economic Inclusion website at <https://www.cincinnati-oh.gov/inclusion/forms/subcontractor-utilization-forms-for-post-award-use/>.

2. If Contractor subcontracts any work under this Agreement as provided herein, Contractor shall report, not later than the 15th of each month, all payments made to subcontractors during the immediately preceding month through the City's online reporting site, generally referred to as VCCS, or any successor site or system the City uses for this purpose. Prior to utilizing any subcontractors, Contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
3. Contractor periodically must document its best efforts and affirmative steps to meet the contract participation goals set forth in this Agreement, by providing notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute Contractor pursuant to Section 2921.12 of the Ohio Revised Code.
4. If Contractor does not purchase supplies or enter into subcontracts for the performance of services or construction of improvements under the contract, the subcontracting reporting requirements of this section do not apply.

E. Use of Nonfranchised Commercial Waste Haulers Prohibited. This section intentionally deleted as inapplicable.

F. Living Wage Provisions. This section intentionally deleted as inapplicable.

G. Wage Enforcement. This section intentionally deleted as inapplicable.

H. OhioMeansJobs Cincinnati-Hamilton County (fka SuperJobs Center) Employment Postings Per Ordinance No. 238-2010. This section intentionally deleted as inapplicable.

6. CERTIFICATION AS TO NON-DEBARMENT

Contractor certifies that neither it nor Contractor's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that if it or Contractor's principals is/are presently debarred then it shall not be entitled to compensation under this Agreement and that it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this Agreement shall be retained as liquidated damages.

7. CONTRACTOR'S INSURANCE AND INDEMNIFICATION

A. Workers' Compensation. Contractor shall secure and maintain such insurance as will protect Contractor from claims under the Workers' Compensation Laws.

- B. General Liability Insurance.** Contractor shall secure and maintain such general liability insurance as will protect Contractor from claims for bodily injury, death, or property damage which may arise from the performance of Contractor's services under this Agreement, with a combined single limit for bodily injury and property damage liability of a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The City shall be named as an additional insured and the policy shall contain a waiver of subrogation in favor of the City.
- C. Professional Liability/Errors and Omissions Insurance.** Contractor shall secure and maintain during the entire Agreement period professional liability or errors and omissions insurance, as applicable, with a combined single limit of a minimum of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with a maximum deductible not to exceed \$25,000.00 for each occurrence.
- D. Automobile and Umbrella Insurance.** This section intentionally deleted as inapplicable.
- E. Proof of Coverage.** Contractor shall furnish the City with Certificates of Insurance or other verification satisfactory to the City certifying that the insurance policies and amounts required by this Agreement are in effect as required. Such certificates shall include a notice of cancellation clause that requires notification of cancellation to be sent to the City.
- F. Notice of Cancellation.** Contractor shall notify the City in writing at least 90 days prior to Contractor's cancellation of any insurance policy. Contractor shall notify the City in writing within five days of notice from the insurer of insurer's intent to cancel or not renew any policy required under this Agreement.
- G. Indemnification of the City.** Contractor shall indemnify, defend, and save the City, and its officers, agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by Contractor including by Contractor's employees and agents in the performance of this Agreement.

8. TERMINATION; NON-PERFORMANCE

- A. Termination by the City.** The City may terminate this Agreement at any time for any reason upon seven days' written notice to Contractor. In the event of termination of this Agreement, Contractor shall be paid Contractor's compensation for services satisfactorily completed up to the termination date as determined in accordance with Exhibit B attached hereto.
- B. Termination for Non-Performance**

1. If through any cause, Contractor shall fail to fulfill in a timely and proper manner its

obligations under this Agreement, or if Contractor shall violate any of the covenants or agreements of this Agreement, all finished or unfinished documents, data, studies, reports, and/or information prepared by Contractor under this Agreement shall, at the option of the City, become the City's property.

2. In the event of termination due to the fault of Contractor, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Contractor, and the City may withhold any payments otherwise due but not yet paid to Contractor for the purpose of set-off until such time as the exact amount of damages due the City from Contractor is determined. The City reserves the right to use any other legal or financial remedies to recover all or part of the City's prior payments to Contractor if the damages sustained by City as a result of Contractor's default are greater than may be satisfied through setoff. The City also reserves the right in the event of non-performance of this Agreement to prohibit or limit any future contractual relationships with Contractor, either directly or indirectly.

C. Alternatives to Termination. In the event Contractor fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Agreement, to reduce the services required herein of Contractor and to reduce the projected budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

D. Termination Under Cincinnati Municipal Code Section 301-3. This section intentionally deleted as inapplicable.

9. OWNERSHIP OF PROPERTY

Contractor agrees that at the expiration or in the event of any termination of this Agreement that any memoranda, maps, drawings, working papers, reports, and other similar documents produced in connection with this Agreement shall become the property of the City, and Contractor shall promptly deliver such items to the City. Contractor may retain copies for its records.

10. CONFLICT OF INTEREST

A. Disclosure. Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Contractor has with a City employee, a business owned by such an employee, or any business relationship or financial interest that a City employee has with Contractor or in Contractor's business.

B. Employee or Agent of City. Contractor agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the services under this Agreement, nor any immediate family member or close business associate of such officer, employee, or agent of the City, or any organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Contractor or in this Agreement, and Contractor shall take appropriate steps to

assure compliance with this provision.

- C. Subcontractors.** Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. Contractor further covenants that neither it nor any of its contractors or subcontracts shall employ any person in the performance of this Agreement in violation of this Section.

11. INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

12. CONFIDENTIALITY

Contractor, its agents, and its employees will keep and retain any and all information and records received from the City or generated under this Agreement in strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City through the City Manager or the City Manager's designee. Contractor warrants that it has and will continue to have safeguards in place to assure that Contractor, its agents, and its employees keep such information and records confidential. Contractor immediately shall notify the City if Contractor receives any request for records that may be governed by Ohio Revised Code § 149.43 and related sections of the Ohio Revised Code.

The parties acknowledge that City is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the City's handling of any confidentiality obligations is subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Contractor or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request for which any document clearly marked by Contractor as "Trade Secret" is responsive, the City will notify Contractor in accordance with the "Notices" section of this Agreement of its intent to release records to the requestor. Contractor shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either agreeing to the release of the record to the requestor without removing or redacting the language or document marked as "Trade Secret" or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Contractor or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Contractor and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit

disclosure at their sole expense. The failure of Contractor to make a response within 5 days of receiving notice shall be deemed an agreement for release of records without redaction or removal of items marked "Trade Secret."

13. REPORTS, INFORMATION, AND AUDITS

Contractor, at such time and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Contractor shall retain all financial and administrative records for a minimum of three years following completion of the Agreement and shall permit the City or any of its representatives or auditors access to such records at no cost to the City.

14. PROPRIETARY MATERIALS

- A.** The City acknowledges that, in the course of performing services, Contractor may use products, materials, or proprietary methodologies. The City agrees that it shall have or obtained no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.
- B.** Contractor acknowledges that, in the course of performing services for the City, the materials and information obtained, used, and/or produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

15. NOTICES

All notices required under this Agreement shall be personally served or sent by U.S. mail, postage prepaid, unless another method of delivery is specified herein, and addressed to the parties as follows:

<u>To the City:</u>	<u>To Contractor:</u>
Department of Human Resources	Women Helping Women
805 Central Ave., Suite 200	215 E. 9th Street, 7th Floor
Cincinnati, Ohio 45202	Cincinnati, Ohio 45202
ATTN: Kelly Carr, Deputy Director	ATTN: Kristin Shrimplin, CEO

16. WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such

provision or of any other provision.

17. LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of Ohio. The City and Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles.

18. FORUM SELECTION

Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by Contractor to the City in connection therewith.

19. AMENDMENT

This Agreement may be modified or amended only by a written contract duly executed by the parties hereto or their representatives.

20. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

21. SEVERABILITY

This Agreement shall be severable, so if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates reflected below.

CITY OF CINCINNATI

By: _____
Sheryl M. M. Long
City Manager
Date: _____, 2023

WOMEN HELPING WOMEN

By: _____
Print Name: _____
Its: _____
Date: _____, 2023

RECOMMENDED BY:

Ed Ramsey, Director of Human Resources

**APPROVED BY DEPARTMENT OF
ECONOMIC INCLUSION:**

Collin Mays
Director

APPROVED AS TO FORM:

Assistant City Solicitor

CITY PURCHASING APPROVAL:

Bobbi Hageman, Chief Procurement Officer

CERTIFICATION OF FUNDS:

Date: _____
Funding: _____
Amount: _____

Karen Alder, Finance Director

EXHIBIT A

SCOPE OF SERVICES

Women Helping Women (“WHW”), the region’s leading advocate for survivors of domestic violence and sexual assault, will provide the City of Cincinnati Fire Department (“CFD”) with the “WorkStrong” certification program to empower CFD to address issues around gender-based violence. The training program provides practical skills for leaders and employees to align their values and traditions with policy and best practices for more equitable and psychologically safe workplaces. The certification is valid for 1 year.

The WorkStrong program will include the following phases:

Phase 1: Policy review and in-person training for CFD leadership & CFD HR

Phase 2: An online learning management system with two 45-minute modules for all 550 remaining CFD employees.

Phase 3: In-person training for the estimated 50 new recruits and a train the trainer program

I. PHASE 1

1. Policy Review Refresh

WHW will review ~~of~~ CFD’s Workplace Violence and Sexual Harassment policies and conduct an assessment of the organization. WHW will meet with any groups that the City identifies as relevant to gather information for the assessment.

WHW will provide a written report detailing culturally relevant and industry-appropriate best practices to increase worker safety and economic security, including recommendations of best practice policy key elements to prevent and respond to domestic and sexual violence, harassment, and stalking impacting the workplace. WHW will also meet with appropriate CFD leadership to discuss recommendations. After meeting with the City and reviewing the City’s policies, WHW will customize the training curriculum to the City’s needs.

2. In-Person Training

WHW will provide closed door, in person trainings for CFD leadership and CFD Human Resources staff as detailed below. Sessions will last approximately 1.5 hours and will provide ~~an~~ foundational understanding of gender-based violence, ability to identify the signs of gender-based violence in the workplace, awareness and application of bystander intervention techniques, and access to resources. Can modify composition if City prefers to engage leadership through groups defined below as opposed to division.

- a. Fire Department Leadership** - Fire Director, Assistant Chiefs, and any key personnel identified by the City. (7 staff listed in Cincinnati Fire Department Senior Leadership Organizational Chart).
- b. HR Division** - District Chief, Lieutenant, Captain, civilian employees

- c. **District Chiefs** – one cohort
- d. **Captains** – each cohort limited to 25-30 leaders
- e. **Lieutenants** – 5-7 cohorts, each cohort limited to 25-30 leaders

II. PHASE 2

Online Training via LMS Platform – 2 45-minute modules

WHW will implement a digital platform for online training of all remaining CFD employees and for onboarding new employees. The online training will consist of two 45-minute modules covering [the same curriculum as the in-person training. The modules will provide written overviews with voiceover for each of the learning platforms and videos to better understand survivor stories and workplace signs of violence. Modules will also include interactive checks throughout the course to check for understanding and ensure engagement with the information. The modules, like the in-person training, will offer a pre- and post- evaluation to track achievement on the learning outcomes.](#)

The online platform will provide protective measures for female identified firefighters versus a live training and would connect individuals to survivor resources and support in a discreet manner.

WHW will provide access to files on secure cloud based LMS system.

Once prepared, CFD may launch the platform in all districts, or pilot in phases.

III. PHASE 3

1. In-Person Training with new Recruit Class

In an effort to integrate foundational culture and level set gender-based violence training, Women Helping Women will lead a 1.5 hour training with the 2023 Recruit Class.

WHW will provide pre- and post-learning outcomes reports.

2. Train The Trainer

WHW will provide a full day in-person training for selected City leaders to enable them to teach the WorkStrong curriculum and delivery methods. WHW will also provide technical assistance pre- and post-training on an as needed basis. Additional training and support shall be provided as necessary or appropriate to enable City to fully exercise program in fidelity.

The City shall have the right to utilize, copy, and disseminate all WorkStrong™ curriculum, educational materials, and collateral materials in order to internally implement program across all departments.

INCLUDED

1. Evaluation Report

WHW will provide an evaluation report for each Phase. The evaluation report will provide the initial training goal, a summary of the training completed, including the number of sessions and participants and gender and race demographics, and recommendations for next steps/future engagement. The report will also document trainees' progress towards three learning outcomes:

- Can identify at least 3 signs of gender-based violence in the workplace,
- can utilize one bystander intervention technique,
- can provide resources available.

&

1.2. Collateral Materials

WHW shall provide the following materials:

- In-person training materials and measurement of learning outcomes.
- Co-branded posters for workplace common areas such as restrooms, breakrooms, and other.
- Co-branded employee takeaway cards with supportive responses to disclosures and detailing available resources.
- Women Helping Women pocket size quad-folds, and other.

2.3. Confidential Survivor Services

Survivor services provided by WHW staff: 24-Hour Hotline, Individual Crisis Intervention, Support Groups, DVERT (advocate on-scene response), Hospital Accompaniment, Court Law Enforcement Accompaniment, Bilingual Advocacy, LGBTQ+ Outreach & Advocacy, BIPOC Outreach & Advocacy, Relocation Assistance, Client Financial Safety Assistance, other.

3.4. PR/Marketing/Communication Collateral:

WHW will provide the following marketing and communication materials:

- Co-Branded [City of Cincinnati + WorkStrong] Workplace Posters for common areas (restrooms, breakrooms, etc.). *These branded posters include talking points for how to respond to a co-worker experiencing harassment and violence and how to be a bystander.*
- WHW Resource Cards (for HR as well as workforce)
- Email Footer Icon once WorkStrong Certified
- WHW will promote the City for completed certification at least 3 times via social marketing upon completion of Certification Program.
- WHW will promote City for completed certification as certified partner on WHW's website.
- WHW will recognize City with WHW's major donors, media, and chamber of commerce connections.
- Provision of Certification Seal: Workplace Vinyl Peel, Virtual Seal for Company Website.

4.5. Technical Assistance:

WHW will provide technical assistance, post-roll out of training and policy review, to discuss

identified issues to resolve regarding gender-based violence impacting the workplace, on an as-needed basis. Technical assistance may include strategy sessions, specific PR/Marketing external optics, and post organizational audit reviews.

**EXHIBIT B
COMPENSATION**

Units	Description	Price Point	Estimated Pricing
General Program Fees	<u>pre-analysis flat fee</u>	\$2750	\$2750
Varies Based on Need Estimated at 3 hours	<u>Policy Review Refresh</u>	\$250/hr.	\$750
<u>PHASE 1</u>			
1.5 Hr	<u>In-person Training with Fire Department Leadership</u>	\$200/person	\$1,400
1.5 Hr	<u>In-Person Training HR Division</u>	\$200/leader \$125/employee	\$2,925
1.5 Hr	<u>In-Person Training with District Chiefs</u>	\$200/person	\$4,000
1.5 Hr. Per Cohort	<u>In-person Training with Captains</u>	\$200/person	\$10,600
1.5 Hr. Per Cohort	<u>In- Person Training with Lieutenants</u>	\$200/person	\$28,000
		Estimated Phase 1 Total	\$47,675
<u>PHASE 2</u>			
Two 45- minute modules	<u>Online Training via LMS Platform</u>	Market rate pricing \$50/user for workforce of 500+ City Partner Discount \$30/user	
		Estimated Phase 2 Total	\$18,450
<u>PHASE 3</u>			
	<u>In-Person Training with new Recruit Class - 2023</u>	\$125/individual Estimated at 50 recruits annually General Program Fees would apply annually for staff capacity toward planning and evaluation.	\$6,250 (annually) \$2,750 (annually)
		Total Cost in-person	\$ 9,000